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NEWPORT NEWS SHIPBUILDING & DRY DOCK CO. *v.*  
JONES.

June 14, 1906.

[54 S. E. 314.]

**1. Corporations—Charter—Construction—Powers — Ultra Vires.—**

Where a corporation's charter authorized it to construct and maintain a dry dock, and to build and repair vessels and boats of all dimensions and materials, and it was necessary for these purposes to erect a breakwater and bulkhead and fill in the space by dredging, these acts were not ultra vires.

[Ed. Note.—For cases in point, see vol. 12, Cent. Dig. Corporations, §§ 1517, 1518.]

**2. Fish—Oysters—Assignment of Location—Rights of Assignee.—**

Under Code 1904, § 2137, making the rights of an assignee of a location for an oyster bed subject to such rights as any person has previously acquired, the rights of an assignee are subject to the rights of a dock and shipbuilding company, previously acquired under its charter, to dredge the river for the construction of its shipyard, covering part of the area assigned as an oyster bed location, and the assignee is not entitled to damages for the dredging.

NEWPORT NEWS & O. P. RY. & ELECTRIC CO. *v.* LAKE et al.

June 14, 1906.

[54 S. E. 328.]

**1. Writ of Error—Instructions—Review — Record — Evidence.—**

Where the refusal of instructions is sought to be reviewed on a writ of error, the evidence should be made a part of the record by bill of exceptions.

[Ed. Note.—For cases in point, see vol. 3, Cent. Dig. Appeal and Error, § 2933.]

**2. Eminent Domain—Assessment of Compensation—Instructions to Commissioners.—**

Where, prior to proceedings by a street railway company to condemn a right of way over certain land, defendants had recovered the land from the railroad company in ejectment, an instruction that, in considering what was a just compensation, the commissioners must consider to what uses it might be put by the owners, and that if they had dedicated the strip to the public while they owned the fee, such ownership was subject to the rights of the public to freely travel on and over the strip, was properly refused as erroneously authorizing the commissioners to consider defendants' rights in the land, which had been disposed of by the court both in the order appointing them and directing them to consider what would be a just compensation for the fee simple title to the land and in the ejectment proceeding.

**3. Same.**—The instruction was also properly refused as uncertain and misleading, in that it declared that if the owners had dedicated